

EXHIBIT C

1 STATE OF ILLINOIS)
) SS:
 2 COUNTY OF C O O K)

3 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
 4 COUNTY DEPARTMENT - CHANCERY DIVISION

5 XIOMARA NAVARETTE, on)
 behalf of herself and other)
 6 similarly situated)
 employees, known and)
 7 unknown,)
)
 8 Plaintiff,)

9 vs.) No. 2019 CH 14368
)

10 JOSAM ACQUISITIONS, d/b/a)
 Good 2 Go Food,)
 11)
 Defendant.)
 12)

13 REPORT OF PROCEEDINGS had via Zoom at the
 14 hearing of the above-entitled cause, before the Honorable
 15 MICHAEL T. MULLEN, Judge of said court, on Monday, the
 16 29th day of March, 2021, at the hour of approximately
 17 11:00 o'clock a.m.

18 PRESENT VIA ZOOM:

19 RAISE THE FLOOR ALLIANCE,
 BY: MS. MIRANDA HUBER,
 20 BY: MS. ADA SANDOVAL, and
 NATIONAL LEGAL ADVOCACY NETWORK,
 21 BY: MR. CHRIS WILLIAMS,
 On behalf of the Plaintiff;

22 SHOOK, HARDY, & BACON, LLP.,
 23 BY: MS. KATHARINE R. PAINE,
 On behalf of the Defendant.

24 Laurel E. Laudien, RMR, RPR, CSR #084-001871

FILED
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 IRIS Y. MARTINEZ
 CIRCUIT CLERK
 COOK COUNTY, IL
 2023L008588
 Calendar, N
 27163840



1 THE COURT: So this is Navarrete versus Josam
2 Acquisitions.

3 If everyone would identify themselves as well
4 as who they represent starting with Plaintiff's Counsel,
5 and, Counsel, just you so know, you are on mute.

6 MS. HUBER: Good morning, your Honor.

7 Miranda Huber on behalf of the Plaintiff.

8 I'm joined today by Ada Sandoval, a new
9 attorney in our office, and my Co-Counsel, Chris
10 Williams, from the National Legal Advocacy Network has
11 also joined this morning.

12 THE COURT: Very good.

13 Good morning.

14 MS. HUBER: Good morning.

15 MS. PAINE: Morning, your Honor.

16 This is Kate Paine from Shook, Hardy, and Bacon
17 on behalf of the Defendant, Josam Acquisitions, who I'll
18 probably mostly be referring to today as Good 2 Go or
19 Good 2 Go Food.

20 And it's just me today, your Honor.

21 THE COURT: Okay. Well, that's enough, right?

22 Good morning to you.

23 MS. PAINE: Good morning.

24 THE COURT: So the motion that I have in front of me



1 is fully briefed, and it's brought pursuant to Section
2 619.1. It's directed at the Complaint, and it
3 incorporates -- it's actually a first amended complaint.
4 It incorporates two parts. One is a 615 motion directed
5 at the legal sufficiency of the Complaint itself, as well
6 as a 619 motion.

7 I have reviewed the submissions, and I do want
8 argument, but I'm going to structure this so that the
9 parties can focus their arguments on issues that I think
10 the parties should highlight.

11 So I'm just going through some rulings right
12 now, and there is a 615 motion directed at Count 1, and
13 in the initial motion, which I do not need argument on,
14 the motion seeks to strike the enhanced damages, if you
15 will, being sought in terms of \$5,000 per violation which
16 is for intentional or reckless conduct as opposed to
17 \$1,000 in damages for essentially what would be referred
18 to as negligent conduct, and this is a tort that goes
19 into a separate issue; but in terms of the way I view it,
20 the factual allegations are insufficient to allow the
21 Plaintiff to proceed with a request for enhanced damages.
22 The motion to strike is granted as to that.

23 I do want argument as to the state contractor
24 exclusion, but not until I am done with my further



1 rulings.

2 There is a 619 argument directed at this count,
3 and this deals with the exclusivity of the remedy as an
4 employee. If an employee is injured, the employee's
5 exclusive remedy, this is how the argument goes, should
6 be brought before the Illinois Industrial Commission as
7 it is an injury that occurred while in the employ of the
8 Defendant.

9 This argument has been advanced. I have ruled
10 on this in the past. Foolish consistency, of course,
11 being the hobgoblin of little minds could be one
12 argument, but at the other end of this, I think the
13 reasoning in the McDonald case, not only at the Trial
14 Court level but also the Appellate Court level is
15 persuasive. I recognize that a PLA has been taken on
16 this case, has been granted in this case, and when I say
17 this case, I'm referring to the McDonald versus
18 Bronzeville Park case, but that motion is denied.

19 There is a separate argument under 619. This
20 deals with the statute of limitations, and is it a
21 one-year, two-year, five-year. Here the argument is that
22 it's a cause of action most similar to a privacy
23 violation, right to privacy, if you will, and that is a
24 one-year statute of limitations.



1 There is no specific statute of limitations
2 incorporated within the cause of action, so one may
3 argue, and it has been argued, that a five-year statute
4 of limitations would apply. I think a closer call would
5 be whether or not the two-year statute of limitations
6 would be appropriate. However, I'm concluding that a
7 five-year statute of limitations does apply to this
8 action.

9 I recognize that this matter, or that there is
10 a case that is before the Appellate Court as to the
11 applicable statute of limitations, but I'm concluding
12 that a five-year statute of limitations does apply and
13 that motion is denied as well.

14 I do want to hear argument as to the 619
15 assumption of risk argument that has been advanced.

16 I am also very interested in the Chicago Earned
17 Sick Leave Ordinance, but I don't believe argument would
18 be all that helpful because it does not seem to be
19 well-pled at this juncture.

20 The Plaintiff does not allege that she worked
21 for the Defendant within the geographic boundaries of the
22 City of Chicago. Instead, the Plaintiff alleges she
23 worked for the Defendant in this judicial district which
24 covers all of Cook County, not just the City of Chicago



1 boundaries, and that's the limit of the boundary that may
2 apply.

3 It is also alleged by the Plaintiff, I believe
4 in Paragraph 24, that the City of Chicago passed the
5 ordinance to provide a right to paid sick leave to
6 employees of employers in Cook County, and then refers to
7 the ordinance as a county ordinance.

8 So it's inconsistent. It's one or the other.
9 I don't know if it even applies, but I don't know how one
10 could conclude that the Plaintiff is a covered employee
11 at this juncture, so that motion is granted. The 615
12 motion is granted.

13 That is without prejudice, as is my prior
14 ruling as to Count 1 in terms of the enhanced damages.

15 So with that being said as a structure,
16 Counsel, you may highlight your arguments relative to the
17 contractor exclusion argument.

18 MS. PAINE: Yes, your Honor.

19 Just before I proceed, I was also prepared to
20 discuss our pending motion to strike the class
21 allegations today, so I just want to make sure I leave
22 time for that if we will be discussing that.

23 THE COURT: All right.

24 MS. PAINE: So should I -- I'll proceed with



1 arguments on the motion to dismiss, and then let my
2 opposing Counsel respond, and then maybe we can proceed
3 to the motion to strike.

4 THE COURT: That's a good plan.

5 MS. PAINE: Thank you, your Honor.

6 I'm sorry. And just one more question.

7 I know you ruled on the enhanced damages. Did
8 you make a ruling on enhanced damages for the \$1,000
9 negligence? We argue that they fail to adequately plead
10 that as well.

11 THE COURT: My view is that it is well pled at this
12 stage. I don't know how else it can be asserted, so I
13 believe that viewing liberally the allegations, your
14 motion is denied as to the \$1,000.

15 MS. PAINE: Okay. Thank you, your Honor.

16 All right. So the government contractor or
17 state contractor exemption is actually a very straight
18 forward textual argument that we are advancing. When the
19 the legislator -- Legislature was drafting that law, it
20 said that it only applies to private entities. Excluded
21 from the definition of private entities are governmental
22 entities, governmental agencies.

23 The Legislature could easily have stopped
24 there, but instead it included near the end of the



1 statute a carve-out saying nothing in the statute shall
2 be applied to contractors and subcontractors that are
3 doing work for governmental agencies. So really it's
4 like a two-prong test. You have a governmental
5 contractor, and you have a contractor that actually does
6 work for governmental agencies.

7 And before I continue to apply that to this
8 case, I just want to frame a little why that makes sense
9 that the Legislature would have drafted it this way. You
10 know, the context of BIPA is the Pay By Touch bankruptcy
11 which is referenced in the statement from Representative
12 Rye that we attached as an exhibit to the motion to
13 dismiss, and in that, he mentions that, you know, when
14 Pay By Touch declared bankruptcy, all these customers
15 that were using finger-swipe technology at local grocery
16 stores like Jewel Osco, Dominick's, et cetera, they were
17 unaware that the company that was actually collecting --
18 that was in control of that data wasn't Jewel, it wasn't
19 Dominick's, it was Pay By Touch.

20 So the concern there was really the consumers
21 in this setting, whereas when you take somebody like a
22 government contractor, somebody like Josam Good 2 Go,
23 they have already been vetted. They are a certified
24 government contractor under two different programs, and



1 not only have they been vetted that first time, they have
2 met the second prong too. They're doing the work for
3 governmental agencies on a daily basis. Every day they
4 are providing their prepackaged food, you know, to these
5 state agencies, and it makes sense then that the
6 government would want -- wouldn't want its contractors
7 that it's twice vetted to then be subject to not just the
8 rigors of the government, but really the crushing
9 liability that can follow with these things like enhanced
10 damages, and, you know, it's on appeal now to the
11 7th Circuit what each damage means, issues like this.

12 So when you come at it from both a textual,
13 and, you know, a policy standpoint, it's really clear
14 that it applies, that the exemption applies in a case
15 like this where you have an entity that is twice
16 certified and is consistently doing work for governmental
17 agencies.

18 It wouldn't make sense to say that you have to
19 do work exclusively as a governmental contractor for I
20 think at least two reasons. One, there then wouldn't
21 have been that second clause, doing work for a
22 governmental agency, because you're always doing work for
23 a governmental agency if you're an exclusive governmental
24 contractor, but also, I mean, this isn't Virginia. This



1 isn't northern Virginia where governmental contractor
2 work is, you know, par for the course with a lot of
3 entities there make up their sole business. It's been a
4 few years since I've lived in Illinois, but, you know,
5 the industry there is not one necessarily of companies
6 that are government contractors exclusively.

7 So with that frame of reference in mind, it
8 just doesn't make sense that this could only apply to
9 companies that exclusively contract with governmental
10 entities. But by the same --

11 THE COURT: So in your argument, Counsel, you're
12 suggesting that if an employer such as Josam has one
13 percent of its contracts with the government, it's one
14 hundred percent immune from cases such as this?

15 MS. PAINE: Well, luckily we don't have to decide
16 that one percent today, because we have at least a
17 quarter of Josam's work being done for governmental
18 entities, but what I would suggest is that if every --

19 THE COURT: Well, wait a minute now.

20 Now so the problem is, it's an all or nothing.
21 That's how you're approaching this; so -- and I know
22 you're not conceding anything in terms of your positions
23 as to other issues and other arguments as you may have as
24 it pertains to defenses, but the reality is you either



1 have a toe in the water or not. So if your toe is wet,
2 what you're saying is we are fully exempt.

3 MS. PAINE: I think if your toe is wet in the sense
4 that it stays wet every day, then yes, your Honor, where
5 every day you are doing work for governmental entities,
6 you are, you know, a crucial -- maybe you're a huge
7 company and you have a lot of business, but you're
8 crucial to some governmental work.

9 It makes sense from the perspective of the
10 background of BIPA and the text itself that this would
11 have been a carve-out that the Legislature saw fit and,
12 you know, was able to do that.

13 And they could have easily, you know, upon
14 further reflection, excised that from the text of BIPA as
15 they did with Section 1430 which was -- actually had
16 proposed a 27-member committee to go and study the way
17 that governmental entities actually use biometric data,
18 but they decided to strike that, but they kept in the
19 provision with respect to governmental contractors.

20 And again, I think, you know, it really does
21 make sense when you come back to the purpose here of, you
22 know, and we've seen some in my experience in BIPA
23 litigation, we have seen Judges comment on the crushing,
24 you know, the crushing financial burden that eventually



1 may befall on companies because depending on how each of
2 these violation provisions are interpreted.

3 So, you know, whether the Legislature was
4 correct in the way it drafted the language, or could it
5 have been a little bit clearer in that language, sure,
6 that's usually the case, but I think the most reasonable
7 reading here is that as long as you have an entity that
8 has been vetted as a governmental contractor, it is
9 indeed doing work regularly for governmental entities,
10 then yes, your Honor, they would fall within this
11 exclusion, and Josam certainly fits that definition on
12 both prongs as the evidence we have submitted
13 demonstrates.

14 THE COURT: Thank you, Counsel.

15 Do you want to respond to that argument,
16 Counsel?

17 MS. HUBER: Yes, your Honor.

18 One of the most important aspects of the
19 statutory provision to which my opposing Counsel is
20 referencing is that BIPA doesn't apply to government
21 contractors, subcontractors, or agents of state agency or
22 local government when working for that state agency or
23 local unit of government. By Defendant's own admission,
24 they do not do exclusively government work.



1 Your Honor correctly notes that allowing a full
2 exemption from BIPA regardless of how much government
3 work someone is doing, does open the door for entities
4 doing one percent of government work to be fully
5 exempted, to be a hundred immune, and that doesn't square
6 with the plain language of Section 25.

7 We would seek discovery at a very minimum to
8 understand the extent to which they truly are a
9 government contractor. At this time, we have two of the
10 government contracts that have been filed under seal, one
11 of which notably is with another private entity, and the
12 private entity with which Defendant contracts is
13 allegedly a parent company to potentially a government
14 entity.

15 So what's being proposed hasn't been tested
16 through the means of discovery, and I would argue that
17 the connection there is too attenuated to support a
18 government contractor exemption in full.

19 The language is clear. An exemption is only
20 applicable when an entity is doing work for the state
21 agency or local unit of government. To the extent that
22 the Court agrees with Defendant that this law sometimes
23 does not apply even when an entity isn't doing
24 exclusively government work, that still means that there



1 are sometimes where it does apply, and it makes a
2 dismissal inappropriate at this time.

3 MS. PAINE: May I respond, your Honor?

4 THE COURT: Miss Paine, go ahead.

5 MS. PAINE: The system opposing Counsel proposes is
6 entirely unworkable. I can't imagine a single situation
7 in which an employer or an entity would be able to create
8 distinct systems under which it does comply with BIPA and
9 it doesn't unless it roped off employees that would only
10 do government contract work, and those who didn't, and
11 then undertook the administrative burden of establishing
12 different privacy, you know, compliance systems with
13 that. That's not workable in the world of data privacy.
14 That's not what companies do.

15 So under either position advanced by opposing
16 Counsel, I don't see a single entity ever meeting, you
17 know, either they can't ever come within the definition,
18 or they always do because they always do government
19 contract work, but for the reason I mentioned before,
20 then we're reading words right out of the statute. The
21 Legislature easily could have said for exclusive
22 government contractors and it did not.

23 THE COURT: Anything else, Counsel. Miss Huber?

24 MS. HUBER: Judge, I would just add that this



1 argument being advanced by my opposing Counsel is
2 unsupported by any case law interpreting BIPA. This is
3 entirely new.

4 And further, the argument that my opposing
5 Counsel is advancing would make when working for that
6 state agency or local unit of government, that language
7 in Section 25 entirely superfluous.

8 THE COURT: Thank you both for your arguments as to
9 this motion.

10 Section 14/25(e) of BIPA states that the Act
11 does not apply to a government contractor "when working
12 for that state agency or local unit of government."
13 Subsection 14/25(e) does not exclude an employer like the
14 Defendant who only does some work for government via
15 contractual obligations. Instead it appears to limit the
16 scope of a possible recovery for Plaintiff such as in
17 this case who did work for an employer when working on a
18 government contract. The language of the limitation that
19 has been cited as well as Mr. Kagan's affidavit are
20 insufficient to warrant a dismissal under a Section 619
21 at this point. The motion is denied.

22 Certainly is something that can be asserted as
23 an affirmative defense, and the Court, of course, will
24 look forward to that on a future date. Motion is denied.



1 In terms of the assumption of risk argument,
2 Counsel, I'd like to hear argument as to that.

3 MS. PAINE: Yes, your Honor.

4 The idea here is that, you know, we don't have
5 a situation like we had, for example, with the
6 supermarket customers that every once in a while were
7 using a finger to, you know, to check out with their
8 groceries.

9 We have an employee that for at least about a
10 year and a half, day in and day out, was scanning her, I
11 believe in this case it was her hand, so that her time
12 could be checked. This was clear from the beginning when
13 she began employment that this was the way that the
14 employer chose to follow how its employees were checking
15 in and out of work, and it was clear from the beginning,
16 you know, what the risks could have been with this.

17 So, you know, we stand mostly on our briefing
18 in this sense, but in doing this day in and day out for a
19 year and a half, Miss Navarrete assumed the risk of, you
20 know, of her actions in that sense.

21 THE COURT: Counsel.

22 MS. HUBER: Thank you, Judge.

23 Assumption of the risk, Judge, is applicable
24 when the risk is known to Plaintiff and inherent to



1 Plaintiff's employment.

2 I'll point out a case in our briefing,
3 Vanderlay. The assumption of the risk doctrine applied
4 there because the Plaintiff there was a horseshoer who
5 later filed suit because he was kicked by a horse. That
6 is inherent and known to the horseshoer. It's in the
7 name. It's a known risk inherent to the job.

8 By contrast, having biometric information
9 taken, possibly misused, is not at all inherent to Miss
10 Navarette's job packaging food. There's nothing about
11 her job that requires that.

12 The entire purpose of BIPA is to promote
13 understanding and minimization of the risk attendant to
14 biometric timekeeping. It doesn't impose any sort of
15 requirement or legal fiction that individuals are
16 presumed to be aware of all the risks. Indeed, the fact
17 that the law exists implies that individuals are not
18 presumed to be aware of those risks.

19 THE COURT: Thank you, Counsel.

20 Miss Paine.

21 MS. PAINE: Just one brief point in response, and
22 I'll return, you know, to the language I mentioned before
23 from Representative Rye's statement. Nothing about BIPA
24 indicates that it's meant to encompass this type of



1 collection of, you know, we don't agree that this is
2 biometric data within the definition of the statute, but
3 this type of collection of hand-scan data in terms of
4 being able to track your employees. This was framed in
5 the context of the, you know, of a situation where you
6 had consumers that every once in a while would check out
7 from a grocery store and were unaware of the way that
8 technology worked.

9 Here it is clear to employees as the Hough case
10 that we cite in our brief states that any reasonable
11 employee would understand what they are were doing and
12 why.

13 THE COURT: Just at the pleading stage, I recognize
14 the argument, and actually it could be compelling. The
15 motion is denied.

16 Which brings me to the end of the proceedings,
17 unless you wanted to go forward, Counsel, with your
18 motion.

19 MS. PAINE: Yes, your Honor.

20 And before I do that, I just want to briefly
21 raise a request to either move orally now or to brief a
22 stay, since your Honor has denied the request to dismiss
23 the case outright.

24 You know, as your Honor knows, the Supreme



1 Court is taking up the issue of the Illinois Workers'
2 Compensation Act. I know your Honor has granted stays in
3 some other BIPA cases, and we would just add that last
4 week, I'm not sure if your Honor is aware, but the Third
5 District actually stayed its own appeal in the Ring
6 Container case, and we're of the opinion that that's
7 binding on this Court as indicative of the fact that
8 stays should be granted; or even if your Honor does not
9 agree, we believe that a stay is appropriate here because
10 we are going to have the final word.

11 I understand your Honor's position on this
12 argument, and perhaps, I don't want to say scepticism
13 that it may prevail, but we believe it's best to let the
14 Illinois Supreme Court decide before we proceed with
15 continued litigation, especially considering your Honor
16 has dismissed a few -- has granted a few of our arguments
17 and dismissed without prejudice, so we may be proceeding
18 then, you know, I'm not sure to an amended complaint
19 stage and kind of revisit some of these procedures. We
20 believe it makes the most sense and perhaps may be
21 compelled under the Third District's order to stay the
22 case on the BIPA claim.

23 THE COURT: So before I hear any argument, whatever
24 the decision was in the Third District, of course,



1 there's only one Appellate Court, five districts, right?

2 MS. PAINE: Correct.

3 THE COURT: So if it's a case that was clearly on
4 all fours, and there was a stay of that case, of course,
5 I would be compelled to follow it. However, I don't know
6 the circumstances of that case.

7 Simply because a stay may have been granted in
8 that case is not binding on this case. However, I am
9 somewhat persuaded.

10 Miss Huber, what's your position?

11 MS. HUBER: Your Honor, our position is that at this
12 time, the motion to stay has already been denied.
13 Defendants have already moved for a motion to stay. This
14 Court denied it.

15 I understand this to be an oral motion to
16 reconsider, and to reconsider, there must be a change
17 in the law, and that simply has not occurred. The fact
18 that the Illinois Supreme Court has taken this up on a
19 PLA does not mean that the law has changed. The law is
20 still the same, and there is no reason at this point for
21 the Court to change course.

22 THE COURT: I agree the law has not changed.
23 However, there are three factors in any motion to
24 reconsider, or the Court certainly can on its own revisit



1 any decision as all my decisions are interlocutory in
2 nature, and that's what I am doing.

3 I have given this issue a great deal of thought
4 with other cases similar to this case, and although I
5 think the decision that is being cited to was correctly
6 decided both at the Trial Court level as well as the
7 Appellate Court level, I don't see any prejudice to the
8 Plaintiff in waiting for a decision from the Supreme
9 Court.

10 In fact, that may assist if there is an
11 affirmance, but I think it's prudent, and wise, and
12 judicious use of court resources as well as a recognition
13 of the litigation costs that are attendant to any
14 litigation including a proposed class action case.

15 Consequently I'm granting your motion over
16 objection, and I am staying the proceedings, and I am
17 staying any obligation to amend your complaint and/or
18 answer any of the counts that are up and running until we
19 are back together again.

20 I'm going to give you a status date in about
21 90 days. That may be ambitious, it may be delusional, I
22 don't know, but that's what we're going to do. That's
23 how we're proceeding, and we'll see where we're at.

24 The parties, of course, can discuss a potential



1 resolution between now and the next status date. That is
2 up to the parties. I am not going to get involved with
3 that issue at this point for sure.

4 So I'm going to stay the matter until the end
5 of June. I suspect that if there is no decision, just so
6 the parties are aware, if there is no decision from the
7 Supreme Court, most likely I will extend this stay
8 further.

9 So I'm going to give you a date.

10 Haley, do we have a date maybe around June 30th
11 available?

12 THE CLERK: We can do June 30th at 9:30.

13 THE COURT: Does that work for both of you?

14 MS. HUBER: That would work for me, your Honor.

15 I do have a question though in terms of the
16 Chicago Earned Sick Leave Ordinance. Is the statute of
17 limitations then to be tolled then during the stay?

18 THE COURT: Well, you have already filed the action,
19 so what are you saying?

20 MS. HUBER: I ask because my understanding was that
21 our CESLO count was dismissed without prejudice, and so I
22 want to make sure that we amend if we -- if the statute
23 of limitations for the Chicago Earned Sick Leave
24 Ordinance is not tolled.



1 THE COURT: Do you have any position on that,
2 Miss Paine?

3 MS. PAINE: Not at this time. I would ask for
4 perhaps a bit of time to prepare an opposition if that's
5 what the law supports.

6 THE COURT: Well, here, there's a couple ways we can
7 do this, and I didn't get into this, but maybe I need to.

8 So I can stay the proceedings as to all
9 discovery, I can stay it as to all issues, or in light of
10 the decision that I have made, give you leave to amend
11 any counts that have been stricken with leave to replead.

12 I'm not going to compel the Defendant to in any
13 way respond to what potentially would be a second amended
14 complaint.

15 So, Miss Huber, I'm going to throw it back to
16 you. How do you want to proceed?

17 MS. HUBER: Judge, I would support a stay as to all
18 issues, including the dismissal.

19 THE COURT: Well, I struck that second count without
20 prejudice, so I am giving you leave. Just so it's clear,
21 it's without prejudice.

22 I'm staying the proceedings, if that's how you
23 want to proceed, or I can give you a specific date to
24 replead.



1 MS. PAINE: Your Honor -- oh, sorry.

2 MS. HUBER: Sorry.

3 We can get a date to replead. That would be
4 fine, your Honor.

5 THE COURT: Okay. So let's do this.

6 MS. PAINE: Sorry. May I just ask a question real
7 quickly, your Honor?

8 THE COURT: Certainly.

9 MS. PAINE: Because so I understand that the stay is
10 because there's at least an individual BIPA claim
11 surviving. However, I would like an opportunity before
12 we adjourn to argue the motion to strike because I do
13 believe there are grounds to strike the class allegations
14 now, and then we'll understand whether when repleading
15 occurs, whether if there's been a dismissal with or
16 without prejudice, how opposing Counsel can proceed with
17 that repleading.

18 THE COURT: That motion will be entered and
19 continued to the next date. I'm not suggesting that I'm
20 going to decide it at that time, but I think it's
21 premature at this point. Without a proper complaint
22 before me, I don't see why I would rule on it at this
23 point and I'm not going to do that.

24 So 28 days to replead is April 26th, Counsel,



1 and we're still going to have that next date around
2 June 30th, Haley?

3 Did you already give me a date on that?

4 THE CLERK: Yes, June 30th at 9:30.

5 THE COURT: June 30th at 9:30. Does that work for
6 everyone?

7 MS. HUBER: Yes, Judge.

8 MS. PAINE: Yes, your Honor.

9 THE COURT: All right. Miss Paine, if you would
10 prepare the order of today's date, and make sure it's in
11 Word format, send that to Counsel, send that to Haley.

12 Anything else this morning?

13 MS. PAINE: I don't believe so, your Honor.

14 THE COURT: All right. Thank you both.

15 And thank you, Miss Reporter.

16 Have a good day.

17 We're in recess until 1:00 o'clock.

18 MS. HUBER: Thank you.

19 MS. PAINE: Thank you.

20 (WHEREUPON, THE PROCEEDINGS WERE

21 ADJOURNED TO BE RECONVENED ON JUNE 30,

22 2021, AT 9:30 O'CLOCK A.M.)

23

24



1 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
2 COUNTY DEPARTMENT - CHANCERY DIVISION

3
4 I, Laurel E. Laudien, a Certified Shorthand
5 Reporter in the Circuit Court of Cook County, County
6 Department - Chancery Division, do hereby certify that I
7 reported in shorthand the proceedings had at the hearing
8 in the above-entitled cause; that I thereafter caused the
9 foregoing to be transcribed into typewriting, which I
10 hereby certify to be a true and accurate transcript of the
11 proceedings had before the Honorable MICHAEL T. MULLEN,
12 Judge of said court.

13
14
15 

16 _____
17 Certified Shorthand Reporter
18 RMR, RPR, CSR #084.001871

19
20
21
22
23 Dated this 6th day
24 of April, 2021.



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